
State:	District of Columbia	Filing Company:	Arch Insurance Company
TOI/Sub-TOI:	17.1 Other Liability-Occ Only/17.1000 Other Liability Sub-TOI Combinations		
Product Name:	TRIA - Commercial Excursion Railroad Liability Conditional Terrorism Forms Submission		
Project Name/Number:	TRIA - Commercial Excursion Railroad Liability Conditional Terrorism Forms Submission/ARCH-19-163		

Filing at a Glance

Company:	Arch Insurance Company
Product Name:	TRIA - Commercial Excursion Railroad Liability Conditional Terrorism Forms Submission
State:	District of Columbia
TOI:	17.1 Other Liability-Occ Only
Sub-TOI:	17.1000 Other Liability Sub-TOI Combinations
Filing Type:	Form
Date Submitted:	11/13/2019
SERFF Tr Num:	AICO-132153618
SERFF Status:	Submitted to State
State Tr Num:	
State Status:	
Co Tr Num:	ARCH-19-163
Effective Date	01/01/2020
Requested (New):	
Effective Date	01/01/2020
Requested (Renewal):	
Author(s):	Thomas Leddy, Alex Ty, Traecy Palmario, Orland Panlaque
Reviewer(s):	
Disposition Date:	
Disposition Status:	
Effective Date (New):	
Effective Date (Renewal):	

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General Information

Project Name: TRIA - Commercial Excursion Railroad Liability Status of Filing in Domicile: Pending
Conditional Terrorism Forms Submission

Project Number: ARCH-19-163

Domicile Status Comments: This filing is pending in Missouri.

Reference Organization:

Reference Number:

Reference Title:

Advisory Org. Circular:

Filing Status Changed: 11/13/2019

State Status Changed:

Deemer Date:

Created By: Traecy Palmario

Submitted By: Traecy Palmario

Corresponding Filing Tracking Number:

Filing Description:

In anticipation of the potential expiration of the Terrorism Risk Insurance Act (TRIA) as extended and amended by the Terrorism Risk Insurance Reauthorization Act of 2015 (TRIPRA), Arch is filing the Conditional Terrorism Notice and Exclusion for its currently approved Excursion Railroad Liability Deductible Policy product. The basis for this form is the 2014 filed and approved version of this form. The form has been updated to reflect the TRIPRA expiration date of 2020.

We trust that you will find this submission acceptable and as such, look forward to your Department's early review and approval.

Company and Contact

Filing Contact Information

Tom Leddy, Senior Compliance Analyst	tleddy@archinsurance.com
300 - Plaza 3 - Third Floor	201-743-4112 [Phone]
Jersey City, NJ 07311	917-591-4576 [FAX]

Filing Company Information

Arch Insurance Company	CoCode: 11150	State of Domicile: Missouri
Harborside 3	Group Code: 1279	Company Type: Property &
210 Hudson Street	Group Name: Arch Insurance	Casualty
Suite 300	Group	State ID Number:
Jersey City, NJ 07311	FEIN Number: 43-0990710	
(201) 743-4115 ext. [Phone]		

Filing Fees

Fee Required? No

Retaliatory? No

Fee Explanation:

State: District of Columbia

Filing Company:

Arch Insurance Company

TOI/Sub-TOI: 17.1 Other Liability-Occ Only/17.1000 Other Liability Sub-TOI Combinations

Product Name: TRIA - Commercial Excursion Railroad Liability Conditional Terrorism Forms Submission

Project Name/Number: TRIA - Commercial Excursion Railroad Liability Conditional Terrorism Forms Submission/ARCH-19-163

Form Schedule

Item No.	Schedule Item Status	Form Name	Form Number	Edition Date	Form Type	Form Action	Action Specific Data		Readability Score	Attachments
1		CONDITIONAL TOTAL TERRORISM EXCLUSION ENDORSEMENT (RELATING TO DISPOSITION OF FEDERAL TERRORISM RISK INSURANCE ACT)	00 CGL0240 00	01 20	END	Replaced	Previous Filing Number:	AICO-129190647		00CGL02400001 20.pdf
							Replaced Form Number:	00 CGL0240 00 01 14		
2		NOTICE TO POLICYHOLDERS POTENTIAL RESTRICTIONS OF TERRORISM COVERAGE CONDITIONAL TOTAL TERRORISM EXCLUSION ENDORSEMENT (RELATING TO DISPOSITION OF FEDERAL TERRORISM RISK INSURANCE ACT)	00 MLC0012 00	01 20	DSC	Replaced	Previous Filing Number:	AICO-129190647		00MLC00120001 20.pdf
							Replaced Form Number:	00 MLC0012 00 01 14		

Form Type Legend:

ABE	Application/Binder/Enrollment	ADV	Advertising
BND	Bond	CER	Certificate
CNR	Canc/NonRen Notice	DEC	Declarations/Schedule
DSC	Disclosure/Notice	END	Endorsement/Amendment/Conditions
ERS	Election/Rejection/Supplemental Applications	OTH	Other

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**CONDITIONAL TOTAL TERRORISM EXCLUSION ENDORSEMENT
(RELATING TO DISPOSITION OF FEDERAL TERRORISM RISK INSURANCE ACT)**

This endorsement modifies insurance provided under this policy.

A. Applicability Of The Provisions Of This Endorsement

The provisions of this endorsement will become applicable commencing on the date when any one or more of the following first occurs:

1. The federal Terrorism Risk Insurance Program ("Program"), established by the Terrorism Risk Insurance Act of 2002 as amended and extended by the Terrorism Risk Insurance Program Reauthorization Acts of 2007 and 2015, has terminated with respect to the type of insurance provided under this Coverage Form, Coverage Part or Policy; or
2. A renewal, extension or replacement of the Program has become effective without a requirement to make terrorism coverage available to you and with revisions that:
 - a. Increase our statutory percentage deductible under the Program for terrorism losses. (That deductible determines the amount of all certified terrorism losses we must pay in a calendar year, before the federal government shares in subsequent payment of certified terrorism losses.); or
 - b. Decrease the federal government's statutory percentage share in potential terrorism losses above such deductible; or
 - c. Redefine terrorism or make insurance coverage for terrorism subject to provisions or requirements that differ from those that apply to other types of events or occurrences under this policy.

The Program is scheduled to terminate at the end of December 31, 2020 unless renewed, extended or otherwise replaced by the federal government.

3. If the provisions of this endorsement become applicable, such provisions:
 - a. Supersede any terrorism endorsement already endorsed to this policy that addresses "terrorism" and/or "certified act of terrorism" and/or "other act of terrorism", but only with respect to loss, damage or injury from an incident(s) of terrorism (however defined) that occurs on or after the date when the provisions of this endorsement become applicable; and
 - b. Remain applicable unless we notify you of changes in these provisions, in response to federal law.
4. If the provisions of this endorsement do NOT become applicable, any terrorism endorsement already endorsed to this policy that addresses "terrorism" and/or "certified act of terrorism" and/or "other act of terrorism" will continue in effect unless we notify you of changes to that endorsement in response to federal law.

B. The following definitions are added and apply under this endorsement whenever the term terrorism, or the phrase any injury or damage, are enclosed in quotation marks:

1. "Terrorism" means activities against persons, organizations or property of any nature:

- a. That involve the following or preparation for the following:
 - (1) use or threat of force or violence; or
 - (2) commission or threat of a dangerous act; or
 - (3) commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and
 - b. When:
 - (1) the effect is to intimidate or coerce a government or a civilian population or any segment thereof, or to disrupt any segment of the economy; and/or
 - (2) it appears that the intent is to intimidate or coerce a government or a civilian population, or to further a philosophical, political, ideological, religious, social or economic objective or to express (or express opposition to) a philosophical, political, ideological, religious, social or economic objective.
2. "Any injury or damage" means any injury or damage covered under this policy to which this endorsement is applicable, and includes but is not limited to "bodily injury", "property damage", "personal and advertising injury", "injury" or "environmental damage" as may be defined in this policy.
- C. The following exclusion is added:

EXCLUSION OF TERRORISM

This insurance does not apply to any claim, "suit", demand, or loss that alleges "any injury or damage" that, in any way, in whole or in part, arises out of, relates to or results from "terrorism", including action in hindering or defending against an actual or expected incident of "terrorism". "Any injury or damage" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to such injury or damage. This exclusion also applies when one or more of the following are attributed to an incident of "terrorism":

- 1. The "terrorism" is carried out by means of the dispersal or application of radioactive material, or through the use of a nuclear weapon or device that involves or produces a nuclear reaction, nuclear radiation or radioactive contamination; or
- 2. Radioactive material is released, and it appears that one purpose of the "terrorism" was to release such material; or
- 3. The "terrorism" involves the use, release, or escape of nuclear materials, or that directly or indirectly results in nuclear reaction, nuclear radiation or radioactive contamination; or
- 4. The "terrorism" is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
- 5. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the "terrorism" was to release such materials.

All other terms and conditions of this Policy remain unchanged.

Endorsement Number:

This endorsement is effective on the inception date of this policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Policy Number:

Named Insured:

Endorsement Effective Date:

NOTICE TO POLICYHOLDERS

POTENTIAL RESTRICTIONS OF TERRORISM COVERAGE

CONDITIONAL TOTAL TERRORISM EXCLUSION ENDORSEMENT **(RELATING TO DISPOSITION OF FEDERAL TERRORISM RISK INSURANCE ACT)**

This Notice has been prepared in conjunction with the **POTENTIAL** implementation of changes related to coverage of terrorism under your policy.

The federal Terrorism Risk Insurance Act of 2002 as amended and extended by the Terrorism Risk Insurance Program Reauthorization Acts of 2007 and 2015 established a Terrorism Risk Insurance Program ("Program") within the Department of the Treasury, under which the federal government shares, with the insurance industry, the risk of loss from future terrorist attacks. That Program will terminate at the end of December 31, 2020 unless renewed, extended or replaced by the federal government. Your policy will become effective (or will be renewed) while the federal Program is still in effect, but prior to a decision by the federal government on extension of the federal Program. If the federal Program terminates, or is renewed, extended or replaced with certain changes, during the term of your policy, then the treatment of terrorism under your policy will change. This Notice is being provided to you for the purpose of summarizing potential impact on your coverage. The summary is a brief synopsis of significant exclusionary provisions and limitations.

This Notice does **not** form a part of your insurance contract. The Notice is designed to alert you to coverage restrictions and to other provisions in certain terrorism endorsement(s) in this policy. If there is any conflict between this Notice and the policy (including its endorsements), the provisions of the policy (including its endorsements) apply.

Carefully read your policy, including the endorsements attached to your policy.

POTENTIAL CHANGE DURING THE TERM OF YOUR POLICY:

If the policy provides any coverage for loss, damage or injury arising out of a terrorism incident, including coverage pursuant to the federal Terrorism Risk Insurance Act of 2002 as amended and extended by the Terrorism Risk Insurance Program Reauthorization Acts of 2007 and 2015, such coverage will not be applicable and the terrorism exclusion(s) contained in the **CONDITIONAL TOTAL TERRORISM EXCLUSION ENDORSEMENT** will become applicable commencing on the date when any one or more of the following first occurs:

1. The federal Terrorism Risk Insurance Program ("Program"), established by the Terrorism Risk Insurance Act of 2002 as amended and extended by the Terrorism Risk Insurance Program Reauthorization Acts of 2007 and 2015, has terminated with respect to the type of insurance provided under this Coverage Form, Coverage Part or Policy; or
2. A renewal, extension or replacement of the Program has become effective without a requirement to make terrorism coverage available to you and with revisions that:
 - a. Increase our statutory percentage deductible under the Program for terrorism losses. (That deductible determines the amount of all certified terrorism losses we must pay in a calendar year, before the federal government shares in subsequent payment of certified terrorism losses.); or
 - b. Decrease the federal government's statutory percentage share in potential terrorism losses above such deductible; or
 - c. Redefine terrorism or make insurance coverage for terrorism subject to provisions or requirements that differ from those that apply to other types of events or occurrences under this policy.

The government's share in 2020 is 80% of the terrorism losses paid by us above our deductible of 20% of the total of our previous year's direct earned premium.

State:	District of Columbia	Filing Company:	Arch Insurance Company
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Supporting Document Schedules

Bypassed - Item:	Readability Certificate
Bypass Reason:	Not Applicable
Attachment(s):	
Item Status:	
Status Date:	

Bypassed - Item:	Consulting Authorization
Bypass Reason:	Not Applicable
Attachment(s):	
Item Status:	
Status Date:	

Bypassed - Item:	Copy of Trust Agreement
Bypass Reason:	Not Applicable
Attachment(s):	
Item Status:	
Status Date:	

Satisfied - Item:	Expedited SERFF Filing Transmittal Form
Comments:	Please see attached file.
Attachment(s):	Expedited-SERFF-Filing-Transmittal-Document.pdf
Item Status:	
Status Date:	

Satisfied - Item:	Side-by-Side Comparison
Comments:	Please see attached files.
Attachment(s):	00CGL0240000120.pdf 00MLC0012_Redlined.pdf
Item Status:	
Status Date:	

**EXPEDITED SERFF FILING TRANSMITTAL DOCUMENT
FOR TERRORISM RISK INSURANCE FORMS AND PRICING**

Indicate Type of Filing
<input type="checkbox"/> Filing Related to <i>Certified Losses</i>
<input type="checkbox"/> Filing Related to <i>Non-Certified Losses</i>
<input checked="" type="checkbox"/> Filing Applicable to Both Certified and Non-Certified Losses

This abbreviated filing transmittal document should be used in conjunction with a SERFF filing only.

To be complete, a filing must include the following:

- A completed Expedited Filing Transmittal Document
- One copy of each endorsement, disclosure form and/or other policy language, unless the insurer has given an advisory organization authorization to file them on its behalf
- A copy of the rates, rating systems and supporting documentation, if applicable
- The appropriate filing fees, if applicable

The insurer(s) submitting this filing certifies that it:

- ☒ Is in compliance with the terms of the Terrorism Risk Insurance Act, as amended, and/or the laws of this state
- ☒ Is in compliance with state's requirements with respect to terrorism coverage; and
- ☒ Is in compliance with the requirements of the bulletin containing the voluntary expedited filing procedures.

Electronic Signature:

Kathleen Campbell

Digitally signed by Kathleen

Campbell

Date: 2019.11.13 11:50:33 -05'00'

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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(RELATING TO DISPOSITION OF FEDERAL TERRORISM RISK INSURANCE ACT)**

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2. A renewal, extension or replacement of the Program has become effective without a requirement to make terrorism coverage available to you and with revisions that:
 - a. Increase our statutory percentage deductible under the Program for terrorism losses. (That deductible determines the amount of all certified terrorism losses we must pay in a calendar year, before the federal government shares in subsequent payment of certified terrorism losses.); or
 - b. Decrease the federal government's statutory percentage share in potential terrorism losses above such deductible; or
 - c. Redefine terrorism or make insurance coverage for terrorism subject to provisions or requirements that differ from those that apply to other types of events or occurrences under this policy.

The Program is scheduled to terminate at the end of December 31, 2020 unless renewed, extended or otherwise replaced by the federal government.

3. If the provisions of this endorsement become applicable, such provisions:
 - a. Supersede any terrorism endorsement already endorsed to this policy that addresses "terrorism" and/or "certified act of terrorism" and/or "other act of terrorism", but only with respect to loss, damage or injury from an incident(s) of terrorism (however defined) that occurs on or after the date when the provisions of this endorsement become applicable; and
 - b. Remain applicable unless we notify you of changes in these provisions, in response to federal law.
4. If the provisions of this endorsement do NOT become applicable, any terrorism endorsement already endorsed to this policy that addresses "terrorism" and/or "certified act of terrorism" and/or "other act of terrorism" will continue in effect unless we notify you of changes to that endorsement in response to federal law.

B. The following definitions are added and apply under this endorsement whenever the term terrorism, or the phrase any injury or damage, are enclosed in quotation marks:

1. "Terrorism" means activities against persons, organizations or property of any nature:

- a. That involve the following or preparation for the following:
 - (1) use or threat of force or violence; or
 - (2) commission or threat of a dangerous act; or
 - (3) commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and
 - b. When:
 - (1) the effect is to intimidate or coerce a government or a civilian population or any segment thereof, or to disrupt any segment of the economy; and/or
 - (2) it appears that the intent is to intimidate or coerce a government or a civilian population, or to further a philosophical, political, ideological, religious, social or economic objective or to express (or express opposition to) a philosophical, political, ideological, religious, social or economic objective.
2. "Any injury or damage" means any injury or damage covered under this policy to which this endorsement is applicable, and includes but is not limited to "bodily injury", "property damage", "personal and advertising injury", "injury" or "environmental damage" as may be defined in this policy.
- C. The following exclusion is added:

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- 2. Radioactive material is released, and it appears that one purpose of the "terrorism" was to release such material; or
- 3. The "terrorism" involves the use, release, or escape of nuclear materials, or that directly or indirectly results in nuclear reaction, nuclear radiation or radioactive contamination; or
- 4. The "terrorism" is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
- 5. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the "terrorism" was to release such materials.

All other terms and conditions of this Policy remain unchanged.

Endorsement Number:

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2. A renewal, extension or replacement of the Program has become effective without a requirement to make terrorism coverage available to you and with revisions that:
 - a. Increase our statutory percentage deductible under the Program for terrorism losses. (That deductible determines the amount of all certified terrorism losses we must pay in a calendar year, before the federal government shares in subsequent payment of certified terrorism losses.); or
 - b. Decrease the federal government's statutory percentage share in potential terrorism losses above such deductible; or
 - c. Redefine terrorism or make insurance coverage for terrorism subject to provisions or requirements that differ from those that apply to other types of events or occurrences under this policy.

The government's share in 2020 is ~~85~~80% of the terrorism losses paid by us above our deductible of 20% of the total of our previous year's direct earned premium.